



Order Filed on November 12, 2021  
by Clerk,  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with  
D.N.J.LBR 9004-1**

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*Formed in the State of Florida*

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In re:

Joe L. Gregory, Jr.,

April L. Gregory

Debtors.

Chapter 13

Case No. 19-32926-SLM

Hearing Date: October 13, 2021

Judge Stacey L. Meisel

**CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY**

The relief set forth on the following pages is hereby **ORDERED**.

**DATED: November 12, 2021**

A handwritten signature in cursive script that reads "Stacey L. Meisel".  
Honorable Stacey L. Meisel  
United States Bankruptcy Judge

Debtors: Joe L. Gregory, Jr. and April L. Gregory  
Case No.: 19-32926-SLM  
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE  
AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay (“Motion”) filed by The Money Source Inc. (“Creditor”), whereas the post-petition arrearage amount was \$14,332.08<sup>1</sup>, as of October 7, 2021, and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Creditor’s interest in the following property: **1107 East Broad St., Westfield, New Jersey 07090** (“Property”) provided that the Debtor complies with the following:

- a. On or before October 22, 2021, the Debtor shall tender a lump sum payment of \$3,583.02 directly to Creditor;
  - b. On or before November 1, 2021, and continuing on or before the 1<sup>st</sup> day of each subsequent month, the Debtor shall cure the post-petition arrearage remaining after receipt of the lump sum above, namely, \$10,749.06, by remitting six (6) equal monthly payments in the amount of \$1,791.51 directly to the Creditor; and
  - c. In addition to the above, the Debtor shall resume making the regular monthly payments to Creditor as they become due beginning with the November 1, 2021 payment.
2. All direct payments due hereunder not otherwise paid by electronic means and/or automatic draft, shall be sent directly to Creditor at the following address: **The Money Source Inc., 500 S. Broad Street, Suite 100A, Meriden, CT 06450.**

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<sup>1</sup> The loan is post-petition due for the 7/1/21 through 10/1/21 payments in the amount of \$3,583.02 each for a total post-petition default of **\$14,332.08**, as of 10/7/21.

3. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above Paragraphs and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees in the amount of \$250.00 to be paid through the Chapter 13 Plan.

**STIPULATED AND AGREED:**

/s/Russell L. Low/

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